



SURF CITY TOWN COUNCIL REGULAR MEETING
Wednesday, November 6, 2019
Surf City Town Hall – 201 Community Center Drive

- I. CALL TO ORDER - Douglas C. Medlin, Mayor
- II. INVOCATION - William J. (Buddy) Fowler, Mayor Pro-Tem
- III. PLEDGE OF ALLEGIANCE - Councilman Donald Helms
- IV. BEAUTIFICATION & APPEARANCE COMMITTEE AWARDS
Home of the Month: Michael Augins at 502 N. Shore Drive
Business of the Month: Primary Vision Care at 13520 NC Hwy 50/210

V. MAYOR'S REMARKS -

We ask that all in attendance please set your cell phones to silent or vibrate mode. The Council offers the public an opportunity to speak during the meeting. Comments should be limited to three minutes each and must be directly issue-oriented with agenda items for this meeting, or an issue upon which the Council has control.

Citizen speakers will be acknowledged in the order in which they sign up to speak and will address all comments to the Board as a whole and not one individual Council member. Speakers will address the Council from the speaker's podium at the front of the room and will begin their remarks by stating their name and address. Discussions between Speakers and members of the audience will not be allowed. Public comment is not intended to require the Council to answer any impromptu questions. Speakers are expected to be civil in their language and presentation. Any comments where the primary purpose is to promote business or candidacy shall not be allowed.

In accordance with the Council's adopted Rules of Procedures, Councilmembers shall reserve responses, if any, for the Council Forum on the agenda.

VI. ADOPTION OF THE AGENDA -

Mayor: With no other items being considered separately, a motion to adopt the Meeting Agenda is in order.

VII. CONSENT AGENDA -

**Items under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Council.*

- 1. Approval of Minutes: October 1st & October 18th, 2019
- 2. Street Paving Contract Award - ST Wooten
- 3. 2019-2020 Audit Contract - S. Preston Douglas & Assoc., LLP
- 4. Budget Ordinance Amendment - Police Department

5. 2020 Meetings & Holiday Calendar

6. Advisory Board Re-Appointments: Beach Nourishment Committee

Specific Action Requested: It is requested that the Town Council approve the consent agenda as presented.

VIII. PUBLIC HEARING -

7. Satellite Annexation Request: Hwy 210 by One Day At A Time Now, LLC; 3.669 +/- Acres; Pender County Pin# 4225-57-7163-0000

Specific Action Requested: It is requested that the Town Council approve the ordinance extending the corporate limits, and amending the official zoning map, and the consistency statement resolution.

8. Satellite Annexation Request: Mill Creek Road by Alta Lanette Davis Ritter et al.; 17.68 +/- Acres; Pender County Pin# 4236-54-6666-0000

Specific Action Requested: It is requested that the Town Council approve the ordinance extending the corporate limits, and amending the official zoning map, and the consistency statement resolution.

9. Satellite Annexation Request: Mill Creek Road by Anthony & Pamela Snodgrass; 8.1332 Acres; Pender County Pin# 4236-54-2793-0000

Specific Action Requested: It is requested that the Town Council approve the ordinance extending the corporate limits, and amending the official zoning map, and the consistency statement resolution.

IX. PUBLIC COMMENT - Citizens have an opportunity to address the Council for no more than three minutes per speaker on topics which concern agenda items of this meeting

X. MANAGER'S REPORT -

XI. NEW BUSINESS -

10. Site Plan Approval: Surf City BBI

Specific Action Requested: It is requested that the Town Council approve the site plan as presented.

11. Subdivision Plat Approval: Oyster Pond

Specific Action Requested: It is requested that the Town Council approve the subdivision plat as presented.

12. Site Plan Approval: Sea Oaks Plaza

Specific Action Requested: It is requested that the Town Council approve the site plan as presented.

XII. COUNCIL FORUM -

XIII. TOWN ATTORNEY REPORTS -

XIV. ADJOURNMENT -



SURF CITY TOWN COUNCIL REGULAR MEETING MINUTES
Tuesday, October 1, 2019
Surf City Town Hall – 201 Community Center Drive

Council Members Present:

Douglas C. Medlin, Mayor

William J. (Buddy) Fowler, Mayor Pro-Tem

Donald Helms

Nelva Albury

Teresa Batts

Jeremy Shugarts

- I. CALL TO ORDER – Douglas C. Medlin, Mayor
- II. INVOCATION – William J. (Buddy) Fowler, Mayor Pro-Tem
- III. PLEDGE OF ALLEGIANCE - Donald R. Helms, Councilman
- IV. APPRECIATION - Emergency Services for the fire on Atkinson Road, September 29th.
- V. NCDOT PRESENTATION
- VI. BEAUTIFICATION & APPERANCE COMMITTEE AWARDS-
September:
Home of the Month: Wayne & Janice Jenó at 473 Landsdowne Circle
Business of the Month: Bumble Bee Market at 330 N. New River Drive
October:
Home of the Month: Thomas & Janice Patterson at 124 Saltwater Landing Drive
Business of the Month: Topsail Island Trading at 201 N. New River Drive

VII. MAYOR'S REMARKS –

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Citizen speakers will be acknowledged in the order in which they sign up to speak and will address all comments to the Board as a whole and not one individual Council member. Speakers will address the Council from the speaker's podium at the front of the room and will begin their remarks by stating their name and address. Discussions between Speakers and members of the audience will not be allowed. Public comment is not intended to require the Council to answer

any impromptu questions. Speakers are expected to be civil in their language and presentation. Any comments where the primary purpose is to promote business or candidacy shall not be allowed.

In accordance with the Council's adopted Rules of Procedures, Councilmembers shall reserve responses, if any, for the Council Forum on the agenda.

VIII. ADOPTION OF THE AGENDA

Mr. Fowler made a motion to adopt the agenda as presented. Mr. Helms seconded the motion and it was carried.

IX. APPROVAL OF THE CONSENT AGENDA –

1. Approval of the Meeting Minutes- August 29, September 9, & September 20, 2019
2. Budget Ordinance Amendment: Parks & Recreation & Fire Department
3. Resolution No. 2019-25 - Oceanaire Estate Roads Acceptance
4. Resolution No. 2019-27 - Debris Removal & Debris Monitoring Contract
5. Resolution No. 2019-26 – NCDOT Goldsboro Ave.
6. Beautification & Appearance Committee Appointment - Gregory Gebo

****Items under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Council.***

Mrs. Albury made a motion to adopt the consent agenda as presented. Mr. Helms seconded the motion and it was carried.

IX. PUBLIC HEARING –

- X. PUBLIC COMMENT – Citizens have an opportunity to address the Council for no more than three minutes per speaker on topics which concern agenda items of this meeting.

Jack Solak 2408 S. Shore Drive discussed fire sprinklers for all new residential construction.

Dale Fixsen 66 E. Ridge invited everyone to Autumn with Topsail Oct. 24-26th.

Sandi Monroe 316 N. Shore Drive thanked the council and police department for their responsiveness.

Phil Durr 1714 N. New River Drive thanked Nelva Albury for serving. He also spoke on handicap access to the beach.

Andy Pleil 17 W. Ridge thanked the first responders and ask for a task force and implementation plan.

James Campbell 308 S. Topsail Drive questioned the charges against Mr. Shugarts.

XI. MANAGER'S REPORT–

Mrs. Loftis gave an update on beach nourishment with TI Coastal, they have since divided the nourishment project into two permits. We will be piggy backing off of Topsail Beach's dredge

contract and work is thought to start in Surf City March of 2020. NCDOT meetings took place last week regarding landscaping and design, but due to budget restraints this has been put on hold. Paperwork has been submitted to the state for House Bill 95 the funds will be applied to the private nourishment project. She spoke on Fall Festival, the Street Sweep, and gave an update on the playground at Soundside Park. The work at Nelva Albury park will be completed in the coming weeks with funding from Golden Leaf Foundation.

XII. NEW BUSINESS-

7. Resolution on Directing the Clerk to investigate a petition for satellite voluntary annexation and set a public hearing: Snodgrass - 8.1332 +/- acres on Mill Creek Road. Pender County Pin# 4236-54-2793-0000

Mr. Shugarts asked about site design.

The developer stated this would be for a subdivision.

Mr. Helms made a motion to approve the resolution directing the clerk, set the public hearing and send to the planning board for zoning. Mrs. Albury seconded the motion and it was carried.

8. Resolution on Directing the Clerk to investigate a petition for satellite voluntary annexation and set a public hearing: Rider - 17.68 +/- acres on Mill Creek Road. Pender County Pin# 4236-54-6666-0000

Mr. Helms made a motion to approve the resolution directing the clerk, set the public hearing and send to the planning board for zoning. Mrs. Batts seconded the motion and it was carried.

XIII. COUNCIL FORUM-

Mrs. Batts thanked all the first responders, utility department, Mayor Medlin and Councilman Don Helms for their services the night of the fire. She thanked Ashley for her work in beach nourishment. She reminded everyone of the Flu Clinic and Autumn with Topsail.

Mr. Fowler thanked everyone for coming tonight, he too thanked everyone who responded to the fires on Atkinscn Road. He spoke on the new playground equipment. He asked everyone to work together.

Mrs. Albury stated she was delighted for everyone to come out. She too thanked all the first responders and Mayor Medlin for fighting the fires. She thanked Ashley for her hard work on all the grants. She asked everyone to be thankful.

Mr. Shugarts thanked the first responders for their hard work and dedication. He thanked Paddle 4 the Troops. He spoke on Jeep Week and their success. He discussed a Chamber Christmas Flotilla and the Rotary Pumpkin Patch. He thanked Phill Durr for his comments.

Mr. Helms thanked everyone for coming and personally thanked all the first responders. He stated he ran the main pump and they had full water supply thanks to the utility department. He thanked Ashley and parks & recreation for the grants and the new park equipment.

Mayor spoke on Autumn with Topsail and invited everyone to come. He spoke on the beach and the success of the summer season. He addressed the concerns with handicap access and spoke on

the issues with CAMA and that there is one handicap access at Roland Ave. He discussed that the dredging company is planning to bring two dredges to pump sand on the south end and the north end will be hauled spring of 2020. Today he met with Congressman Dr. Murphy for District 3 regarding the federal beach nourishment project. He thanked everyone for coming.

XIV. TOWN ATTORNEY REPORTS-

Attorney Edes spoke on the disaster recovery bill and potential grant possibilities. He discussed conversations with the Army Corps for the Corps easements. He thanked the first responders for their services and hard work.

Mr. Fowler made a motion for a closed session NCGS 143-318(11)(3) Attorney Client Privilege. Mr. Helms seconded the motion and it was carried.

Mr. Fowler motion to back into open session. Mr. Helms seconded the motion and it was carried. dedication. He requested a closed session.

XV. ADJOURNMENT-

Mrs. Batts made a motion to adjourn. Mrs. Albury seconded the motion and it was carried.



TOWN OF SURF CITY

October 18, 2019 WORK SESSION MINUTES

Agenda

9:00 AM / Friday, October 18, 2019

Surf City Welcome Center, 102 N. Shore Drive

Councilmembers Present:

Douglas C. Medlin, Mayor

William J. (Buddy) Fowler, Mayor Pro-Tem

Donald Helms

Nelva Albury

Teresa Batts

Jeremy Shugarts

Call to Order

Mayor Douglas C. Medlin, Mayor

Invocation & Pledge

Introductions & Welcome

Tropical Storm Update

James Horne, EM Director gave an update on the most recent tropical system in the gulf, expected to arrive locally on Sunday.

Work Plan

1. Bid Tabulations - Paving RFP
2. Jacksonville Urban Area Metropolitan Planning Organization
3. Saltwater Landing ROW

Town Council Work Plan Items:

1. Bid Tabulations - Paving RFP - Ashley Loftis, Manager

Mrs. Loftis reviewed the bid tabulations for street re-paving throughout town. Mr. Merritt identified the most critical areas to be paved, ten are for total re-construction and 2 areas that could have either an overlay or total re-construction. The managers recommendation was ST Wooten for a total re-construction of all roads included in the RFP.

Mrs. Batts questioned if there would be FEMA reimbursement.

Mrs. Loftis stated they would give \$10,000 for a section of N. Shore Drive. The town has gone through this process twice with FEMA and they are holding firm at \$10,000.00.

David Price stated the new construction is be designed to meet the current street standards.

Mrs. Loftis discussed there are no budgeted monies for this paving as these funds would need to come from Fund balance. The completion date is expected for February 2020.

The council came to a consensus to move forward with a contract with ST Wooten to be placed on the November 6th council agenda.

2. Jacksonville Urban Area Metropolitan Planning Organization - Deanna Trebil & Stephanie Kutz

Anthony Prinz, Jacksonville Urban Area Metropolitan Planning Organization, discussed the potential for a partnership with transportation and planning as the community grows. This would be an opportunity to add Surf City to JUMPO, which would help shape the future of economic development.

Deanna Treibel, Jacksonville Urban Area Metropolitan Planning Organization, explained that they are a multi-modal federally funded transportation planning organization. She discussed all the items they offer, the assistance with funding, and with two groups of leadership. The technical review committee and the transportation advisory committee. The MPO offers local representatives who can assist with any DOT, state, federal or local concerns. There is standing with DOT as they meet every two weeks with DOT. The focus has grown to the whole region and reaching out to all Onslow County communities. They have successfully brought 25 projects to the JUMPO area totaling \$450 million funded dollars. Currently the MPO is funded 80% from the federal government, 10% from the county and 10% from the city of Jacksonville, thus that is how the voting structure is molded.

The Mayor stated he liked the idea of joining the MPO and all the assistance they could offer, however, he would like to have a local representative on the board.

Anthony asked for a resolution to be passed for concurrence of the JUMPO county wide. Then in the spring timeframe they would come back with a memorandum agreement. They want to do this growth strategically and establish a collaboration. The first resolution is demonstrating interest and is not a binding contract. He encouraged the board to attend JUMPO meetings and see how they operates. The Technical committee would be at a staff level and they meet Oct. 28 at 3:30. The Advisory committee meets every other month. He recommended drafting a letter and sending to the chairman to initiate the dialogue.

Council consensus was to send a letter to Chairman Warden illustrating interest.

3. Saltwater Landing ROW - Ashley Loftis, Manager

Mrs. Loftis discussed the rights-of-way within Saltwater Landing regarding the transfer of property from the developer. The attorney is reviewing the documentation of the transfer and the process of transferring the sidewalks over to the town, not to include the portion of sidewalks within the driveways.

Mrs. Loftis spoke on the PARTF grant application for the town. During the plan process most citizens were concerned about having a skatepark. A skatepark would require land acquisition, a development company has identified the parcel next to the new town hall. This would be a 50/50 match for land acquisition.

Mr. Fowler stated the parks and recreation committee has worked very hard and they put out a citizen survey and this was the most wanted item in the survey. He stated it was a good move to utilize these grant funds.

Council consensus was to move forward with PARTF grant for the purchase of the land beside town hall.

Mrs. Loftis stated she has been in communication with a local businessowner who has a space to lease for town hall temporarily. She stated there were two concerns, one they requested a two-year lease, the architect believes it will take a year and half to complete the town hall. Two, the offices spaces are small and may not accommodate the current office furniture we have.

Mr. Shugarts mentioned the office space above the Dollar General.

Mr. Fowler asked for Mrs. Loftis to explore both locations and turn around the best option for the town for rental space.

There was discussion on the street sweeper and mosquito spraying.

Mr. Fowler made a motion to adjourn. Mr. Helms seconded the motion and it was carried.

Street Paving - Florence Damage
Request for Proposal Bid Tabulations

Firm Name	Relevant	References	Insurance	Bid	Reconstruction	Overlay Price	Alternate Option	Total Project Cost	Total Project Cost w/ Alternate
	Project Experience		Certification	Certification	Price		Price		
S. T. Wooten Corporation	X	X	X	X	\$ 1,176,617.00	\$ 99,891.00	\$ 378,450.00	\$ 1,276,508.00	\$ 1,555,067.00
Bridge Point Civil	X	X	X	X	\$ 1,622,011.00	\$ 112,175.00	\$ 534,807.00	\$ 1,734,186.00	\$ 2,156,818.00
Barnhill Contracting	X	X	X	X	\$ 1,291,015.00	\$ 124,170.00	\$ 403,800.00	\$ 1,415,185.00	\$ 1,694,815.00
Highland Paving Co.	X	X	X	X	\$ 1,307,000.00	\$ 93,000.00	\$ 419,000.00	\$ 1,400,000.00	\$ 1,726,000.00
C.M. Mitchell Construction	X	X	X	X	\$ 1,526,098.51	\$ 143,758.69	\$ 471,972.15	\$ 1,669,857.20	\$ 1,998,070.66
Simmons Public Utility Site Work, In	X	X	X	X	\$ 1,497,963.46	\$ 111,231.12	\$ 326,632.88	\$ 1,609,194.58	\$ 1,824,596.34
Legion Asphalt Inc	X	X	X	X	\$ 4,867,865.60	\$ 240,000.00	\$ 1,660,000.00	\$ 5,107,865.60	\$ 6,527,865.60
Onslow Paving & Grading, Inc	X	X	X	X	\$ 1,322,668.00	\$ 116,825.00	\$ 445,080.00	\$ 1,439,493.00	\$ 1,767,748.00

S. Preston Douglas & Associates, LLP

CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS
American Institute of CPAs
N. C. Association of CPAs

October 16, 2019

To the Honorable Mayor and
Members of Town Council
and the Finance Director

Town of Surf City
PO Box 265
Surf City, NC 28555

We are pleased to confirm our understanding of the services we are to provide Town of Surf City for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Surf City as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Surf City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Surf City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Law Enforcement: Officers' Special Separation Allowance
- 3) Other Postemployment Benefits – Schedule of Funding Progress and Employer Contributions
- 4) Local Government Employees' Retirement System's Schedules of the Proportionate Share of Net Pension Liability (Asset)
- 5) Schedule of Contributions - Local Government Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Surf City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) The combining and individual fund statements
- 2) Budgetary schedules
- 3) Other schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Town of Surf City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Surf City's financial statements. Our report will be addressed to the Mayor and Commissioners of the Town of Surf City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Surf City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Surf City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Town of Surf City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of S. Preston Douglas & Associates, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of S. Preston Douglas & Associates, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Local Government Commission or its designee.

The Local Government Commission or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

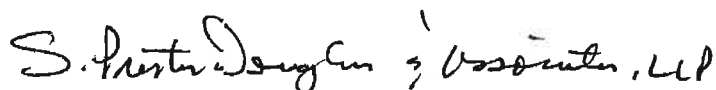
We expect to begin our audit on approximately November 1, 2019 and to issue our reports no later than January 31, 2019. Lee Grissom CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$14,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level

of the personnel assigned to your audit. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Surf City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully yours,



S. Preston Douglas & Associates, LLP
Lumberton, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of Town of Surf City.

Finance Director's signature: _____

Title: _____

Date: _____

Mayor's signature: _____

Title: _____

Date: _____

The of and	Governing Board MAYOR AND TOWN COUNCIL
	Primary Government Unit TOWN OF SURF CITY, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name S. PRESTON DOUGLAS & ASSOCIATES, LLP
	Auditor Address 907 N. WALNUT STREET LUMBERTON, NC 28358

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19
-----	---------------------------------------	--

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES

Primary Government Unit	TOWN OF SURF CITY, NC
Audit	\$ 14,000
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm S. PRESTON DOUGLAS & ASSOCIATES, LLP	
Authorized Firm Representative (typed or printed) LEE GRISSOM, CPA, CFE	Signature
Date 10/16/19	Email Address lgrissom@spdouglas.com

GOVERNMENTAL UNIT

Governmental Unit TOWN OF SURF CITY, NC	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

TOWN OF SURF CITY
BUDGET ORDINANCE AMENDMENT
November 6, 2019

BE IT ORDAINED by the Governing Board of the Town of Surf City, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the **General Fund Revenues & Expenditures** to account for the Police Department receiving grant money from The Bureau of Justice Assistance through the Bulletproof Vest Partnership program. This money will be used to cover the cost of purchasing additional bulletproof vests, the appropriations are to be changed as follows:

INCREASE BUDGETED REVENUE

Account Number	Account Description	Amount
10-51C-442-482201	Bulletproof Vest Grant	\$250

INCREASE BUDGETED EXPENDITURE

Account Number	Account Description	Amount
10-510-442-513600	Uniforms	\$250

Section 2. Copies of these Budget Amendments shall be furnished to the Clerk, to the Governing Board, to the Town Manger, and the Finance Officer for their direction.

Adopted this the 6th day of November, 2019.

ATTEST:

Doug Medlin

Stephanie E. Hobbs, Town Clerk

(Seal)

2020 Meetings Holiday Schedule

Town Council @ 6:30p.m. 2020

Day	Date
Tuesday	January 7
Tuesday	February 4
Tuesday	March 3
Tuesday	April 7
Tuesday	May 5
Tuesday	June 2
Tuesday	July 7
Tuesday	August 4
Tuesday	September 1
Tuesday	October 6
Wednesday	November 4
Tuesday	December 1

Planning Board @ 5:30p.m. 2020

Day	Date
Thursday	January 9
Thursday	February 13
Thursday	March 12
Thursday	April 9
Thursday	May 14
Thursday	June 11
Thursday	July 9
Thursday	August 13
Thursday	September 10
Thursday	October 8
Thursday	November 12
Thursday	December 10

2020 Town Holidays

Day	Date / Holiday
Monday	January 1 New Years Day
Monday	January 20 MLK
Friday	April 10 Good Friday
Monday	May 25 Memorial Day
Monday	July 6 Independence Day
Monday	September 7 Labor Day
Monday	November 11 Veterans Day
Thursday & Friday	Nov. 26-27 Thanksgiving
Thursday- Monday	December 24-28 Christmas

Work Session @ 9a.m. Community Center

3rd Friday of Every Month

Bulk Item & Yard Debris Pickup

Pickup Type	Week
Yard Debris	April 20-25
Yard Debris	November 16-20
Bulk Item	Feb. 10-15
Bulk Item	May 4-9
Bulk Item	Septem. 14-18
Bulk Item	December 7-11

4 Town Meeting

Location	Date
Surf City	January 23
Topsail Beach	March-19
N. Topsail Beach	June-19
Holly Ridge	September-19



Advisory Board Re-Appointments

Name	Committee
Hiram Williams	Beach Nourishment
Jean Beasley	Beach Nourishment

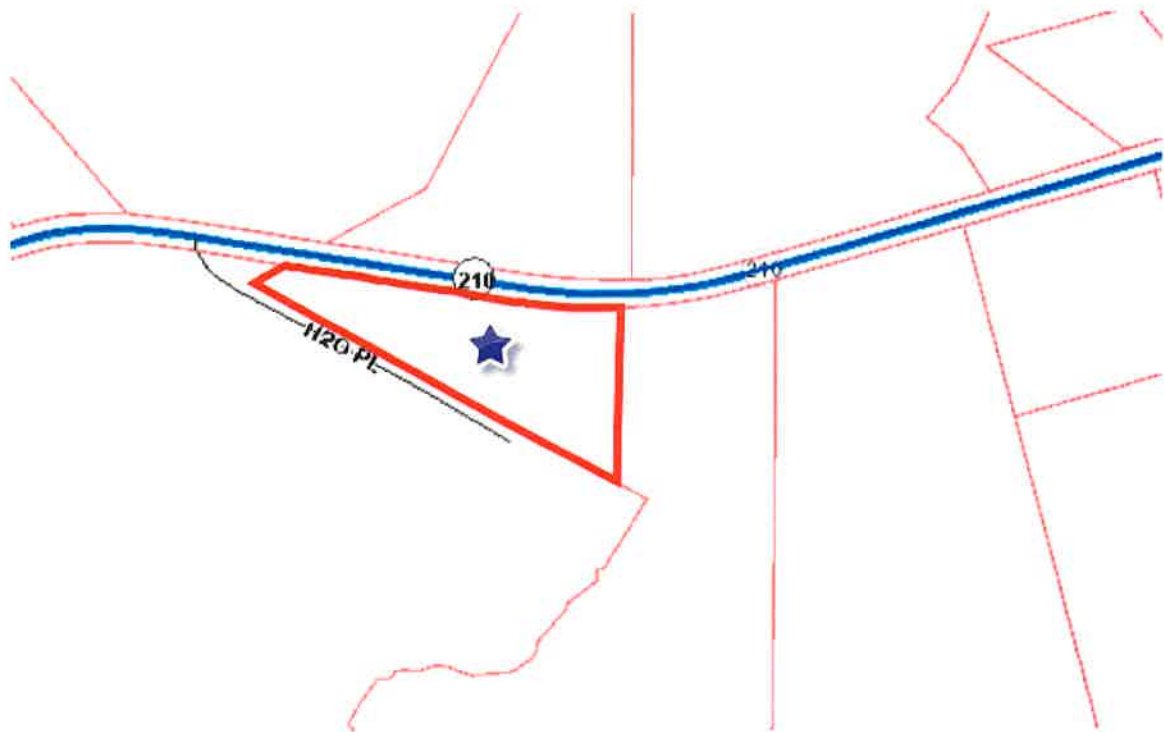
PUBLIC HEARING FOR ANNEXATION
Hwy 210
November 6, 2019

Action Requested

Adopt the ordinance extending the corporate limits, amending the official zoning map & the consistency statement.

Background

A petition for 3.7 +/- acres for satellite annexation of property located on Hwy 210 requested by One Day at a Time Now LLC.



Town Council
Town of Surf City, North Carolina
Po Box 2475
Surf City, NC 28445

November 6, 2019

No. 2019-04

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF SURF CITY, NORTH CAROLINA

WHEREAS, the Surf City Council has been petitioned under G.S. 160A-31, as amended, to annex the area described herein: and

WHEREAS, the Surf City Council has by resolution directed the town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of annexation was held at the Surf City Community Center at 6:30 o'clock pm on the 6th day of November 2019, after due notice by publication on the 17th 24th & 31st day of October 2019; and

WHEREAS, the Town Council finds that the petition meets the requirement of G.S. 160A-31, as amended;

Now, Therefore be it ordained by the Town Council of Surf City, North Carolina;

Section 1, By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and incorporated as part of the Town of Surf City as of the 6th day of November 2019.

One Day at a Time Now LLC
Deed Book 3442 Page 328
3.7+/- Acre Tract on Hwy 210
Topsail Township, Pender County, North Carolina

Tract I:

Commencing at a point located where the centerline of NC Hwy 210 (60 foot right of way) intersects the centerline of NC Hwy 50 & NC Hwy 210 (60 foot right of way); and running thence along the centerline of NC Hwy 210 in a general Westerly direction approximately 1.35 miles to a P.K. Nail located over two 36 inch corrugated metal pipes; thence continuing along the said centerline in a general Westerly direction approximately 100.90 feet to a railroad spike, thence leaving the said centerline and running South 07 degrees 48 minutes 20 seconds West 30.00 feet to a point located along the Southern right of way of NC Hwy 210, said iron stake also being THE TRUE POINT OF BEGINNING: thence from the described beginning and leaving the said right of way and running South 07 degrees 48 minutes and 20 seconds West 380.64 feet to and existing railroad tee iron; thence North 53 degrees 25 minutes 00 seconds East 908.84 feet to an existing railroad tee iron; thence North 69 degrees 13 minutes 15 seconds East 77.42 feet to a point located along the said Southern right of way of NC Hwy 210; thence along the said right of way the following course and distances: South 72 degrees 36 minutes 24 seconds East 17.76 feet to a point, thence South 72 degrees 46 minutes 03 seconds East 243.41 feet to a point, thence South 72 degrees 46 minutes 53 seconds East 137.64 feet to a point, thence South 73 degrees 27 minutes 33 seconds East 110.63 feet to a point, thence South 76 degrees 29 minutes 26 seconds East 89.72 feet to a point, thence South 80 degrees 10 minutes 22 seconds East 41.07 feet to the point and place of beginning. Containing 3.70 acres and being a portion of the property described in Deed Book 2269 Page 35, Deed Book 473 Page 83 and a portion of Map Book 13 Page 2 of the Pender County Registry. The courses contained herein are correct in angular relationship and is referenced to North as per Deed Book 2476 Page 280 of the Pender County Registry.

Section 2. Upon and after the 6th day of November 2019 the above describe territory and its citizens and property shall be subject to all debts, laws, ordinances and regulation in force in the Town of Surf City. Said territory shall be subject to the municipal taxes according to GS 160A-31(c), as amended.

Section 3. The Clerk of the Town of Surf City shall cause to be recorded in the office of the Register of Deeds of Pender County, and the office of the Secretary of State in Raleigh, North Carolina, and accurate map of the annexed property, described in Section 1 here of, together with a duly certified copy of the is ordinance.

Adopted the 6th day of November 2019.

Douglas C. Medlin, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Edwards Hobbs, Town Clerk

Brian Edes, Town Attorney

I, Windy H. Davis, Notary Public of said Pender County and State of North Carolina, do certify that Douglas C. Medlin., Town Attorney Brian Edes, and Town Clerk Stephanie Edwards Hobbs appeared before me this day and executed this authorization document in my presence. Witness my hand and seal this 6 day of November , 20 19 .

Notary Public

My Commission Expires: _____



Town of Surf City

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SURF CITY, NORTH CAROLINA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN

WHEREAS, N.C.G.S.160A-385 authorizes local government to change or modify zone boundaries within their jurisdiction; and

WHEREAS, the amendments set out below are made in accordance with N.C.G.S. 160A-364 and Section 8.0 of the Zoning Ordinance.

THEREFORE, BE IT ORDAINED THAT:

Section 1. The Official Zoning Map of the Town of Surf City is hereby amended by placing the newly annexed property hereinafter described tract of land putting it in the zoning classification, said tract being more particularly described as One Day at a Time Now LLC, Deed Book 3442, Page 328, and more specifically identified by Pender County tax pin number 4225-57-7163-0000 respectively.

Section 2. The Town Clerk is hereby authorized and directed to change the Official Zoning Map on file in the Office of the Town Clerk so as to make it comply with this Ordinance.

Section 3. All ordinance or parts of the ordinances in conflict with this Ordinance, to the extent of such conflict, are hereby repealed.

Section 4. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holdings shall not affect the validity of the remaining portion hereof.

Section 5. This is in compliance with all the adopted Town plans as has been found to be in the public's interest to be zoned MU- Mixed Use.

Section 6. This Ordinance shall be effective upon its adoption.

This Ordinance is adopted the 6th November 2019.

ATTEST:

Douglas C. Medlin, Mayor

Stephanie Edwards Hobbs, Town Clerk



Town of Surf City

**RESOLUTION ADOPTING A CONSISTENCY STATEMENT FOR
THE APPROVAL OF**

WHEREAS, the Town of Surf City Council has reviewed the application for One Day at a Time Now LLC to annex Parcel number 4225-57-7163-0000, located on Hwy 210, as MU – Mixed Use (the “Amendment”) and finds that the same is consistent with Town of Surf City Land Use Plan, Zoning Ordinance, and all other adopted plans.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Surf City Council, that the Amendment and presented documentation are found to be consistent with city land use plans and are determined to be reasonable and in the public interest.

Adopted the 6th day of November 2019.

Douglas C. Medlin, Mayor

ATTEST:

Stephanie Edwards Hobbs, Town Clerk

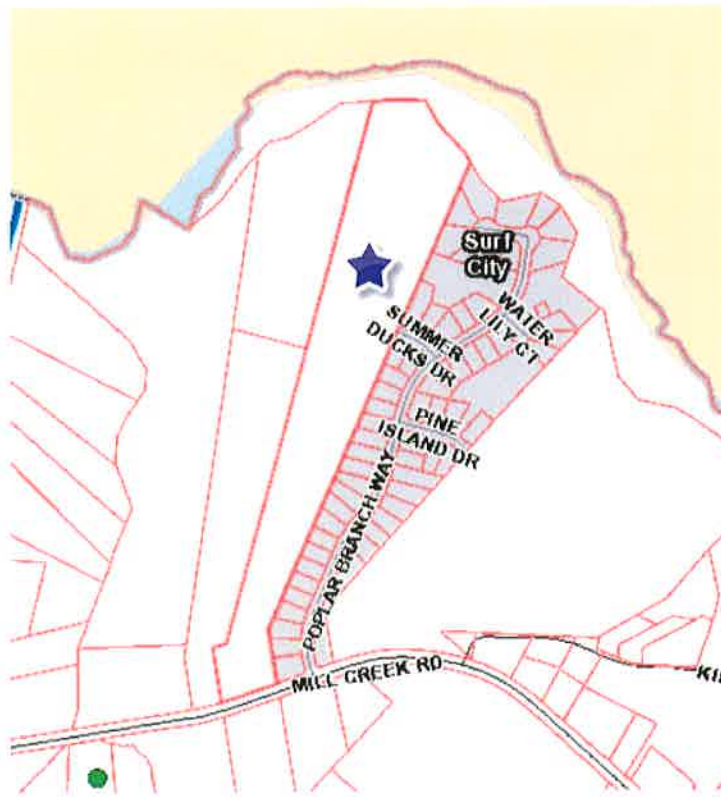
**PUBLIC HEARING FOR ANNEXATION
Mill Creek Road
November 6, 2019**

Action Requested

Adopt the ordinance extending the corporate limits, amending the official zoning map & the consistency statement.

Background

A petition for 17.68 +/- acres satellite annexation of property located on Mill Creek Road requested by Alta Ritter, Tex Ritter, William Ward & Dianne Ward.



Town Council
Town of Surf City, North Carolina
Po Box 2475
Surf City, NC 28445

November 6, 2019

No. 2019-05

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF SURF CITY, NORTH CAROLINA

WHEREAS, the Surf City Council has been petitioned under G.S. 160A-31, as amended, to annex the area described herein: and

WHEREAS, the Surf City Council has by resolution directed the town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of annexation was held at the Surf City Community Center at 6:30 o'clock pm on the 6th day of November 2019, after due notice by publication on the 17th, 24th & 31st day of October 2019; and

WHEREAS, the Town Council finds that the petition meets the requirement of G.S. 160A-31, as amended;

Now, Therefore be it ordained by the Town Council of Surf City, North Carolina;

Section 1, By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and incorporated as part of the Town of Surf City as of the 6th day of November 2019.

Alta Lanette Davis Ritter et al.
Deed Book 4609 Page 53
17.68+/- Acre Tract on Mill Creek Road
Topsail Township, Pender County, North Carolina

Tract I:

Being all of Tract #3 containing 21.10 gross acres (20.76 net acres after the exclusion of the 0.34 acres in the R.O.W.) as shown on map entitled "Division Map of a Survey for Sherman R. & wife Nora Edens Home Tracts" Recorded in Map Book 10 at Page 94 of the Pender County Registry, reference to which said map is hereby made for a more particular description.

LESS EXCEPTING:

Being a portion of Tract 3 of the Sherman R. and Nora Edens Division lying adjacent to and South of the old dirt centerline of Mill Creek Road (S.R. 1588). Located in Topsail Township, Pender County, North Carolina adjacent to and South of the old un-paved centerline of Secondary Road No. 1588 (Mill Creek Road) and being more fully described as follows, to wit:

BEGINNING at an existing subsurface railroad spike in the old curved un-paved centerline of Secondary Road No. 1588, said spike marking the intersection of said road centerline with the dividing line between Tracts 2 and 3 of the Sherman R. and wife Nora Edens Division as is shown on a map of same duly recorded in Map Book 10 at Page 94 of the Pender County Registry; and running thence, from the Beginning, so located,

1. With said road centerline as it curves to the left a chord course and distance of North 78 Degrees 28 Minutes East 150.33 feet to an existing subsurface rail road spike in said line; thence,
2. Continuing with said road center as it begins to curve to the right a chord course and distance of North 76 Degrees 54 Minutes East 100.00 feet to an existing subsurface rail road spike in said centerline at its intersection with the dividing line between lots 3 and 4 of the above referred Edens division; thence,
3. With said dividing line between tracts 3 and 4 South 02 Degrees 45 Minutes East 496.50 feet to an iron rod in an old line ditch; thence,
4. With said old line ditch South 48 Degrees 43 Minutes West 315.70 feet to an iron rod in line, the Southern division corner of the aforementioned Tracts #2 and #3; thence
5. With the dividing line of said Tracts #2 and #3 North 02 Degrees 45 Minutes West 652.25 feet to the point of Beginning, containing 3.08-acres more or less after the exclusion of that portion of Secondary Road No. 1588 (assumed 60 foot wide Right-of-Way) contained within the above described boundaries and being that portion of Tract 3 lying adjacent to and South of the old graded centerline of Secondary Road No. 1588. As a reference to the above described tract see Map Book 10 at Page 96 (Tract 3), Deed Book 3745 at Page 299 and Pender County Tax PIN 4236-54-4297-0000 of the Pender County records.

Section 2. Upon and after the 6th day of November 2019 the above describe territory and its citizens and property shall be subject to all debts, laws, ordinances and regulation in force in the Town of Surf City. Said territory shall be subject to the municipal taxes according to GS 160A-31(c), as amended.

Section 3. The Clerk of the Town of Surf City shall cause to be recorded in the office of the Register of Deeds of Pender County, and the office of the Secretary of State in Raleigh, North Carolina, and accurate map of the annexed property, described in Section 1 here of, together with a duly certified copy of the is ordinance.

Adopted the 6th day of November 2019.

Douglas C. Medlin, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Edwards Hobbs, Town Clerk

Brian Edes, Town Attorney

I, Windy H. Davis, Notary Public of said Pender County and State of North Carolina, do certify that Douglas C. Medlin, Town Attorney Brian Edes, and Town Clerk Stephanie Edwards Hobbs appeared before me this day and executed this authorization document in my presence. Witness my hand and seal this __6__ day of __November____, 20__19____.

Notary Public

My Commission Expires:_____



Town of Surf City

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SURF CITY, NORTH CAROLINA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN

WHEREAS, N.C.G.S.160A-385 authorizes local government to change or modify zone boundaries within their jurisdiction; and

WHEREAS, the amendments set out below are made in accordance with N.C.G.S. 160A-364 and Section 8.0 of the Zoning Ordinance.

THEREFORE, BE IT ORDAINED THAT:

Section 1. The Official Zoning Map of the Town of Surf City is hereby amended by placing the newly annexed property hereinafter described tract of land putting it in the zoning classification, said tract being more particularly described as Alta Lanette Davis Ritter et al., Deed Book 4609, Page 53, and more specifically identified by Pender County tax pin number 4236-54-6666-0000 respectively.

Section 2. The Town Clerk is hereby authorized and directed to change the Official Zoning Map on file in the Office of the Town Clerk so as to make it comply with this Ordinance.

Section 3. All ordinance or parts of the ordinances in conflict with this Ordinance, to the extent of such conflict, are hereby repealed.

Section 4. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holdings shall not affect the validity of the remaining portion hereof.

Section 5. This is in compliance with all the adopted Town plans as has been found to be in the public's interest to be zoned R5 - Residential.

Section 6. This Ordinance shall be effective upon its adoption.

This Ordinance is adopted the 6th November 2019.

ATTEST:

Douglas C. Medlin, Mayor

Stephanie Edwards Hobbs, Town Clerk



Town of Surf City

**RESOLUTION ADOPTING A CONSISTENCY STATEMENT FOR
THE APPROVAL OF**

WHEREAS, the Town of Surf City Council has reviewed the application for Alta Lanette Davis Ritter et al. to annex Parcel number 4236-54-6666-0000, located on Mill Creek Road , as R5 - Residential (the “Amendment”) and finds that the same is consistent with Town of Surf City Land Use Plan, Zoning Ordinance, and all other adopted plans.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Surf City Council, that the Amendment and presented documentation are found to be consistent with city land use plans and are determined to be reasonable and in the public interest.

Adopted the 6th day of November 2019.

Douglas C. Medlin, Mayor

ATTEST:

Stephanie Edwards Hobbs, Town Clerk

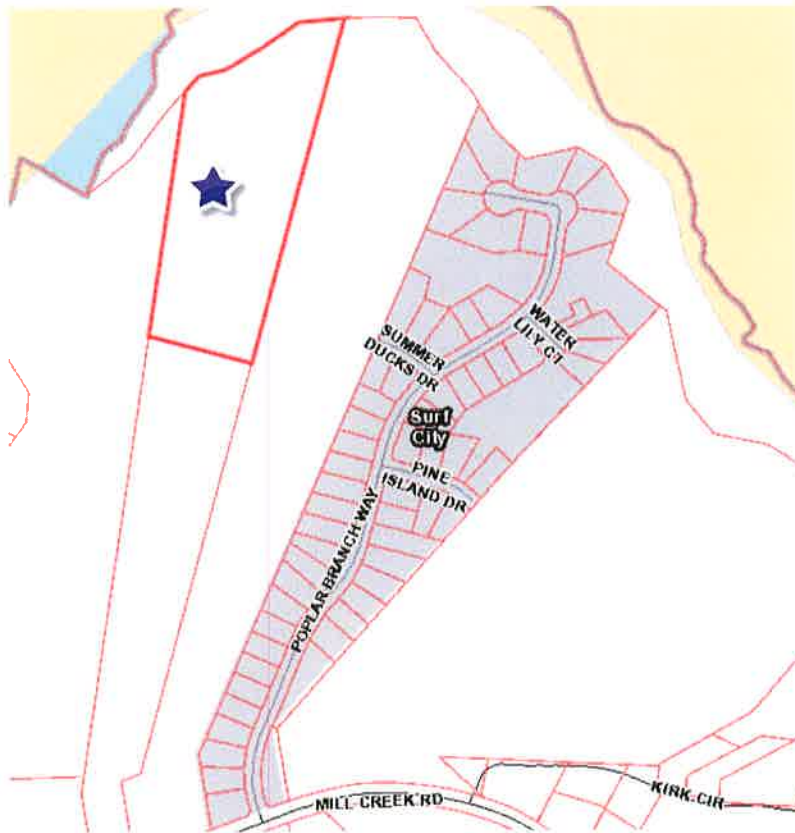
PUBLIC HEARING FOR ANNEXATION
Mill Creek Road
November 6, 2019

Action Requested

Adopt the ordinance extending the corporate limits, amending the official zoning map & the consistency statement.

Background

A petition for 8.1332 +/- acres for satellite annexation of property located on Mill Creek Road requested by Anthony & Pamela Snodgrass.



Town Council
Town of Surf City, North Carolina
Po Box 2475
Surf City, NC 28445

November 6, 2019

No. 2019-06

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF SURF CITY, NORTH CAROLINA

WHEREAS, the Surf City Council has been petitioned under G.S. 160A-31, as amended, to annex the area described herein: and

WHEREAS, the Surf City Council has by resolution directed the town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of annexation was held at the Surf City Community Center at 6:30 o'clock pm on the 6th day of November 2019, after due notice by publication on the 17th 24th & 31st day of October 2019; and

WHEREAS, the Town Council finds that the petition meets the requirement of G.S. 160A-31, as amended;

Now, Therefore be it ordained by the Town Council of Surf City, North Carolina;

Section 1, By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and incorporated as part of the Town of Surf City as of the 6th day of November 2019.

Anthony & Pamela Snodgrass
Deed Book 710 Page 190
8.4+/- Acre Tract on Mill Creek Road
Topsail Township, Pender County, North Carolina

Tract I:

BEGINNING at a railroad spike in the center line of unpaved Secondary Road #1588 directly above the center of a steel culvert that accommodates the waters of Cotton Patch Branch Canal beneath said roadway, a corner of Tract #1 and #2 in the Division of Sherman R. Edens and wife, Nora B. Edens 'Home Tracts; said culvert is approximately 0.1 of a mile Eastwardly along Secondary Road #1588 from its intersection with North Carolina Highway #50; running thence from said Beginning railroad spike, so located, with the dividing line between said Tracts #1 and #2 North 37 degrees 13 minutes East 453.20 feet with the center line of said Secondary Road #1588 to a railroad spike in line at the P.C. of a curve; thence continuing with the center line of said curve (a chord, course and distance) North 86 degrees 15 minutes East 7500 feet to another railroad spike in said curve center line, another corner of said Tract #1 and #2; thence continuing with the dividing lines between said Tracts #1 and Tract #2 North 02 degrees 45 minutes West 250.00 feet (passing over an inline corner location iron stake in a field at 40.00 feet) to an iron stake beneath the surface of said field; thence North 14 degrees 52 minutes East 2155.10 feet (passing over an inline iron stake at 922.06 feet to an iron stake in a line of the old John Batts (or Barlow) Mill Pond Tract; the Northern division corner of said Tracts #1 and #2; thence with the lines of said Old Mill Pond Tract the following courses and distances from iron stake to iron stake, North 48 degrees 50 minutes East 625.0 feet; North 83 degrees 57 minutes East 82.59 feet; North 65 degrees 18 minutes East 131.65 feet; North 60 degrees 38 minutes East 131.73 feet; and South 86 degrees 20 minutes East 141.75 feet to an iron stake in line, the Northern division corner of Tracts #2 and #3 of the aforesaid Edens' Division; thence with the dividing lines between Tracts #2 and #3, South 21 degrees 35 minutes West 2371.50 feet (passing over an inline iron stake at 1865.50 feet) to an iron rod beneath the surface of the aforementioned field; thence South 78 degrees 15 minutes West 61.70 feet to another iron rod beneath said field; thence South 02 degrees 45 minutes East (passing over an inline corner location iron stake beneath said field at 222.39 feet, a railroad spike in the center line of the. Aforesaid road #1588 at 2623.9 feet, and an iron rod in the road ditch at 302.39 feet) 914.64 feet to an iron rod in another ditch, the Southern division corner between said Tracts #2 and #3 in the old

Southern property line ditch of Sherman R. Edens Lots #2A (7.95 acre Tract) in the Division of E.E. Edens lands; thence with and beyond said old Southern property line ditch, South 48 degrees 43 minutes West 320.30 feet to an old iron stake at the point where an old road crosses a small branch, the dividing corner of Lot #2A and Lot #5; thence down the run of said small branch with the dividing line of said Lots #2A and #5 of the E.E. Edens Division, North 23 degrees 48 minutes West 61.50 feet; North 00 degrees 43 minutes East 71.50 feet; North 10 degrees 39 minutes West 500.00 feet (passing over the dividing corner of Lots #4 and #5 at 190.60 feet and Lots #3 and #4 at 429.20 feet of said E.E. Edens Division) to an iron axle; thence North 06 degrees 57 minutes East 700.00 feet to an iron pipe in the fork of a branch ditch, a dividing corner between Lots #1 and #2 and #3 of the E.E. Edens Division; thence continuing with the division line of Lots #1 and #3 and the family cemetery along said ditch North 47 degrees 15 minutes West 100.00 feet; North 72 degrees 49 minutes West 89.80 feet to the Northeast cemetery corner; thence North 81 degrees 08 minutes West 176.50 feet to a model T-axle beneath the aforesaid Secondary Road #1588's surface above the aforementioned steel culvert that accommodates the waters of Cotton Patch Branch beneath said roadway; thence North 05 degrees 18 minutes West 124.1 feet to the point of Beginning, containing 21.33 acres, net after exclusion of that portion of Secondary Road #1588's 60-foot wide right-of-way area that is encompassed within the above described boundaries and being Tract #2 in the division of Sherman R. Edens and wife, Nora B. Edens Home Tract as surveyed and mapped by Walton and Walton, Inc., Registered Land Surveyors, Burgaw, N.C. in May 1969 and May 1970, and said map being duly recorded in Map Book 10, Page 94, of the Registry of Pender County.

For reference to information used on the above described survey see an old map and description made by William A. Jones, Surveyor, May 5, 1911, of the John Batts (formerly the old Barlow) Mill Pond, and deeds recorded in Book 377, Page 586; Book 172, Page 466; Book 233, Page 362; Book 199, Page 283, and Book 199, Page 310 all of the Pender County Registry.

IT IS HEREBY UNDERSTOOD that the party of the first part, to wit, Mary Edens Snodgrass, reserves unto herself a life estate in and to the above described lands for the terms of her natural life.

There is excepted from the above description that property conveyed to Nancy Snodgrass Cooper by deed dated July 31, 1979 and recorded in Book 569, Page 30,

Pender County Registry.

Section 2. Upon and after the 6th day of November 2019 the above describe territory and its citizens and property shall be subject to all debts, laws, ordinances and regulation in force in the Town of Surf City. Said territory shall be subject to the municipal taxes according to GS 160A-31(c), as amended.

Section 3. The Clerk of the Town of Surf City shall cause to be recorded in the office of the Register of Deeds of Pender County, and the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 here of, together with a duly certified copy of the ordinance.

Adopted the 6th day of November 2019.

Douglas C. Medlin, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Edwards Hobbs, Town Clerk

Brian Edes, Town Attorney

I, Windy H. Davis, Notary Public of said Pender County and State of North Carolina, do certify that Douglas C. Medlin., Town Attorney Brian Edes, and Town Clerk Stephanie Edwards Hobbs appeared before me this day and executed this authorization document in my presence. Witness my hand and seal this 6 day of November , 20 19 .

Notary Public

My Commission Expires: _____



Town of Surf City

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SURF CITY, NORTH CAROLINA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN

WHEREAS, N.C.G.S.160A-385 authorizes local government to change or modify zone boundaries within their jurisdiction; and

WHEREAS, the amendments set out below are made in accordance with N.C.G.S. 160A-364 and Section 8.0 of the Zoning Ordinance.

THEREFORE, BE IT ORDAINED THAT:

Section 1. The Official Zoning Map of the Town of Surf City is hereby amended by placing the newly annexed property hereinafter described tract of land putting it in the zoning classification, said tract being more particularly described as Anthony & Pamela Snodgrass, Deed Book 710, Page 190, and more specifically identified by Pender County tax pin number 4236-54-2793-0000 respectively.

Section 2. The Town Clerk is hereby authorized and directed to change the Official Zoning Map on file in the Office of the Town Clerk so as to make it comply with this Ordinance.

Section 3. All ordinance or parts of the ordinances in conflict with this Ordinance, to the extent of such conflict, are hereby repealed.

Section 4. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holdings shall not affect the validity of the remaining portion hereof.

Section 5. This is in compliance with all the adopted Town plans as has been found to be in the public's interest to be zoned R5 - Residential.

Section 6. This Ordinance shall be effective upon its adoption.

This Ordinance is adopted the 6th November 2019.

ATTEST:

Douglas C. Medlin, Mayor

Stephanie Edwards Hobbs, Town Clerk



Town of Surf City

**RESOLUTION ADOPTING A CONSISTENCY STATEMENT FOR
THE APPROVAL OF**

WHEREAS, the Town of Surf City Council has reviewed the application for Anthony & Pamela Snodgrass to annex Parcel number 4236-54-2793-0000, located on Mill Creek Road, as R5 - Residential (the “Amendment”) and finds that the same is consistent with Town of Surf City Land Use Plan, Zoning Ordinance, and all other adopted plans.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Surf City Council, that the Amendment and presented documentation are found to be consistent with city land use plans and are determined to be reasonable and in the public interest.

Adopted the 6th day of November 2019.

Douglas C. Medlin, Mayor

ATTEST:

Stephanie Edwards Hobbs, Town Clerk

Site Plan Approval

Owner: Surf City BB1, LLC
Agent: Gallant Engineering
Acreage: .94
Project: Surf City BB1
Proposed Use: Commercial Warehouse & Retail
Zoning: C-3 Commercial
Location: 13997 Hwy 50/210
Stormwater: State stormwater review

The Surf City BBI property has a new owner. Previously the three adjoining parcels were permitted under one state stormwater permit. State stormwater. The owners will be installing a new fire hydrant that was on original plans years ago.

The Technical Review Committee (TRC) has unanimously approved this project.

Landscaping, sidewalks and lighting have all been designed in compliance with the ordinances.

Planning Board Recommendation

The Planning Board recommends approval of this site plan.

Site Plan Approval

Owner: Joseph & Margaret Breakey
Agent: John L. Pierce & Assoc., PA
Acreage: 2.82
Project: Oyster Pond Subdivision
Proposed Use: Residential
Zoning: MU – Mixed Use
Location: N. New River Drive
Stormwater: State stormwater review

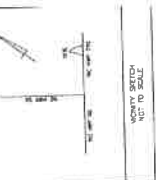
Pierce Development, LLC is seeking approval of a ten-lot subdivision located off N. New River Drive beside Egret Landing. This subdivision was originally approved in 2006 for twelve units. This parcel and the one to the south, Egret Landing, will share a seawall. Thus, preventing the two roads from interconnecting. The development to the north is approved, Sawgrass Point, and the developer has agreed to install bollards between the two subdivisions.

The Technical Review Committee (TRC) has unanimously approved this project.

Landscaping, sidewalks and lighting have all been designed in compliance with the ordinances.

Planning Board Recommendation

The Planning Board recommends approval of this site plan with the condition that all roads connect to Sawgrass Point, the neighboring property.



NOT TO SCALE
NORTH ARROW
NOT TO SCALE

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.
4. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.

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4. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.



PRELIMINARY SITE LAYOUT
OYSTER POND SUBDIVISION
PIERCE DEVELOPMENT, LLC
TOPICAL TOWNSHIP, PENDER COUNTY, NC
JOHN L. PIERCE & ASSOCIATES, P.A.
400 JOHNSON BLVD., JACKSONVILLE, NC 28540
PHONE 910-455-1800 FAX 910-455-1801
WWW.PIERCE-PA.COM Email: John@pierce.com



1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.
4. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.

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2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.
4. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.

Site Plan Approval

Owner: APR Sea Oaks, LLC

Agent: Asla Associate Landscapes Unlimited

Acreage: .49

Project: Sea Oaks Plaza

Proposed Use: Commercial Warehouse & Retail

Zoning: C-3 Commercial

Location: Sea Oaks Drive

Stormwater: State stormwater permit

Two lots on Sea Oaks Drive have been combined into one lot for a commercial warehouse / retail space. The driveways will need to be expanded for turning radius to accommodate four rollup doors located at the front of the building. The developer has agreed to widen the driveway width.

The Technical Review Committee (TRC) has unanimously approved this project.

Landscaping, sidewalks and lighting have all been designed in compliance with the ordinances.

Planning Board Recommendation

The Planning Board recommends approval of this site plan.



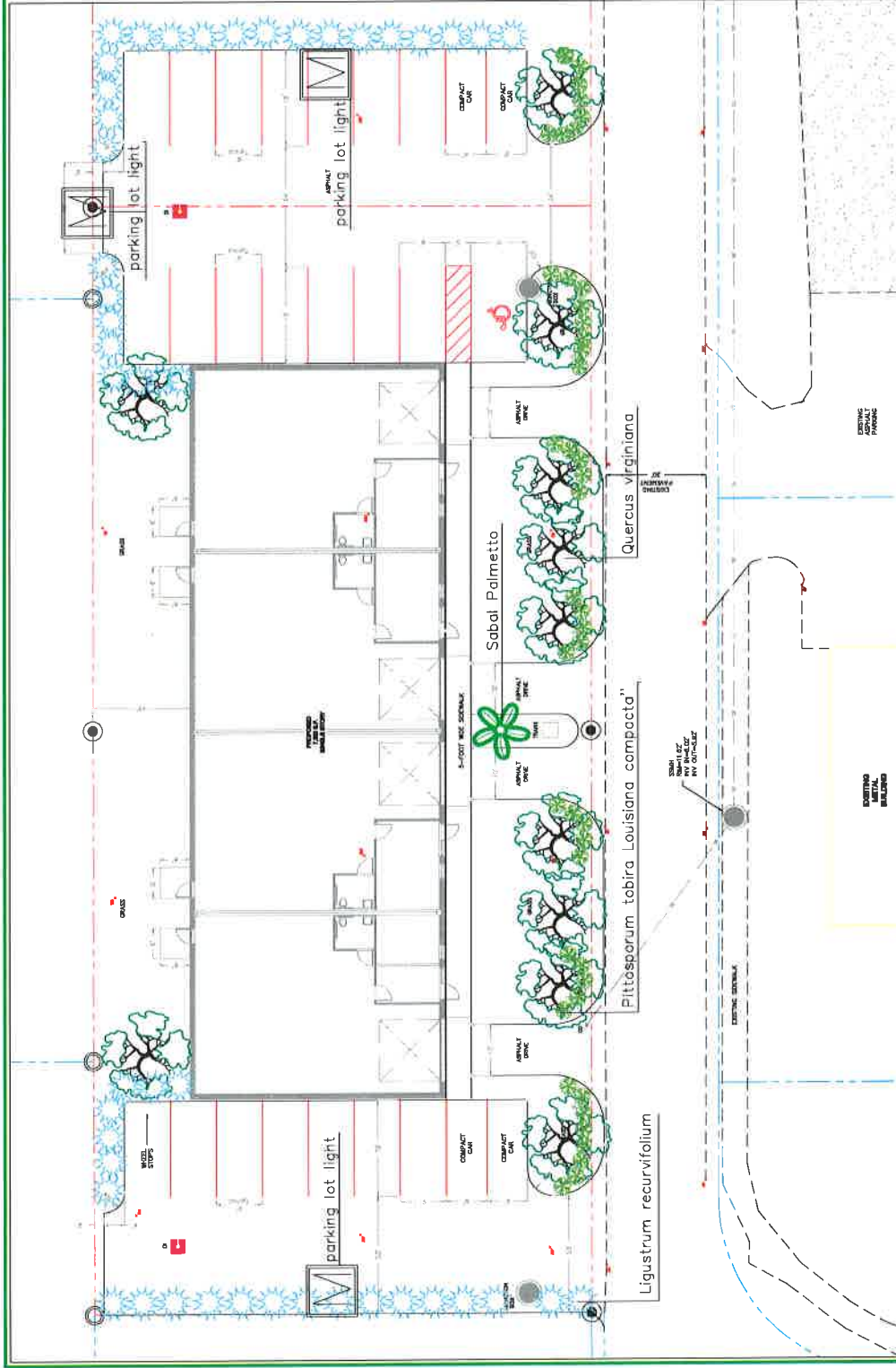
Sea Oaks Plaza
Lots 14 & 15
Sea Oaks Drive
Surf City, N.C.
28445

LANDSCAPE PLAN and

Lighting plan
Drawn By: D.Clemmons
Asla Associate
Landscapes Unlimited
Office: 910.791.0350

DATE: 10.1.19

landscape architect reg-191



Broadleaf Evergreen

Quantity	Symbol	Scientific Name	Common Name	Planting Size
48		Ligustrum recurvifolium	Chinese privet	3 - 4'
36		Pittosporum tobira Louisiana compacta	Compact Pittosporum	3'
11		Quercus virginiana	Southern live oak	8 - 10'

Palm

Quantity	Symbol	Scientific Name	Common Name	Planting Size
1		Sabal Palmetto	Sabal Palm	12 - 14'